



Amendment No. 4
To
Contract No. GA160000029
For
Magnesium Hydroxide Slurry, Equipment Supply and O&M Maintenance
Between
Forsythe Brothers Infrastructure, LLC
and the
City of Austin

- 1.0 The City hereby grants a price increase of ten-and-fifty-eight hundredths percent (10.58%) for products and a one percent (1%) price increase for equipment on the subject contract. This price increase will take affect on June 17, 2020.

Item	Description	Unit	Old Price	Modifier	New Price
1	Base Bid (Lake Creek and Boulder Ln) – Magnesium Hydroxide Slurry cost per dry ton of active product	TONS	\$659.47	1.1058	\$729.24
2	Base Bid (Lake Creek and Boulder Ln) – operation, maintenance, equipment rental and inspection services per site, per month	EA	\$1,352.00	1.01	\$1,365.52
3	Additional Magnesium Hydroxide Slurry cost per dry tons from 10 to 90 total additional tons for both Lake Creek and Boulder Lift Station	TONS	\$610.00	1.1058	\$674.54
4	Additive Alternative #1 (Four Points Center, Davis Springs, Travis Country Lift Stations) – Magnesium Hydroxide slurry cost per dry ton of active product	TONS	\$679.47	1.1058	\$751.36
5	Additive Alternate #1 (Four Points Center, Davis Springs, Travis Country Lift Stations) – operation, maintenance, equipment rental and inspection services per site, per month	EA	\$2,028.00	1.01	\$2,048.28
6	Additive Alternative #1, Additional Magnesium Hydroxide slurry cost per dry tons from 10 to 60 total additional tons for Four Points Center, Davis Springs, Travis County	TONS	\$630.00	1.1058	\$696.65
7	Additive Alternative #2 (Four Points #1, Rustic Rock, Old Lampasas Lift Stations) – Magnesium Hydroxide slurry cost per dry ton of active product	TONS	\$630.00	1.1058	\$696.65
8	Additive Alternative #2 (Four Points#1, Rustic Rock, Old Lampasas) – operation, maintenance equipment rental and inspection services per site, per month	EA	\$1,300.00	1.01	\$1,313.00
9	Additive Alternative #2, Additional magnesium Hydroxide Slurry cost per dry tons from 10 to 30 total additional tons for Four Point #1, Rustic Rock and Old Lampasas Lift Stations	TONS	\$630.00	1.1058	\$696.65
10	Additive Alternative #3 (Lost Creek #3 and Parke North Lift Stations) – Magnesium Hydroxide Slurry cost per dry ton of active product	TONS	\$630.00	1.1058	\$696.65
11	Additive Alternate #3 (Lost Creek #3 and Parke North Lift Stations) – operation, maintenance equipment rental and inspection services per site, per month	EA	\$1,300.00	1.01	\$1,313.00
12	Additive Alternate #3, Additional Magnesium Hydroxide Slurry cost per dry tons from 10 to 70 total additional tons for Four Point #1, Lost Creek #3 and Parke North Lift Stations	TONS	\$630.00	1.1058	\$696.65
13	Additive Alternate #4 Two additional dosing sites per contract year (refer to Specification 10.3) Magnesium Hydroxide Slurry cost per dry ton of active product	TONS	\$679.47	1.1058	\$751.36
14	Additive Alternate #4 - operation, maintenance, equipment rental and inspection services per site per month	EA	\$1,352.00	1.01	\$1,365.52

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/05/2016 – 03/07/2019	\$1,203,060.00	\$1,203,060.00
Amendment No. 1: Price Increase of 8.11% on slurry and 4% on equipment and maintenance. 05/01/2018	\$0.00	\$1,203,060.00
Amendment No. 2: Option 1 - Extension 03/05/2019 – 03/07/2020	\$401,020.00	\$1,604,080.00
Amendment No. 3: Option 2 -Extension 03/05/2010 – 03/07/2021 Bureau of Labor Statistics index replaced 01/08/2020 Environmental Impairment Liability insurance waived 02/14/2020	\$401,020.00	\$2,005,100.00
Amendment No. 4: Price increase of 10.58% on product and 1% price increase on equipment. 06/17/2020	\$0.00	\$2,005,100.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:



6-18-20

Printed Name:

John Forsythe

Authorized Representative

Forsythe Brothers Infrastructure, LLC
11809 Lanedowne Road
Austin, Texas 78754
(512) 619-0404
jcforsythe1@yahoo.com

Sign/Date:

**Matthew
Duree**

Digitally signed by
Matthew Duree
Date: 2020.06.18
11:02:48 -05'00'

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
To
Contract No. GA160000029
For
Magnesium Hydroxide Slurry, Equipment Supply and O&M Maintenance
Between
Forsythe Brothers Infrastructure, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 8, 2020 through March 7, 2021. One option will remain.
- 2.0 The City hereby replaces the Bureau of Labor Statistics (BLS) index established in the subject contract, WPUG86130283. The expired index is replaced with WPU06.
- 3.0 The City hereby waives the requirement in Section 3.D of the subject contract for Environmental Impairment Liability insurance.
- 4.0 The total contract amount is increased by \$401,020.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/05/2016 – 03/07/2019	\$1,203,060.00	\$1,203,060.00
Amendment No. 1: Price Increase 05/01/2018	\$0.00	\$1,203,060.00
Amendment No. 2: Option 1 - Extension 03/05/2019 – 03/07/2020	\$401,020.00	\$1,604,080.00
Amendment No. 3: Option 2 -Extension 03/05/2020 – 03/07/2021 Bureau of Labor Statistics index replaced 01/08/2020 Environmental Impairment Liability insurance waived 02/14/2020	\$401,020.00	\$2,005,100.00

- 5.0 MBE/WBE goals do not apply to this contract.
- 6.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: John Forsythe 3-5-20

Printed Name: John Forsythe

Authorized Representative

Forsythe Brothers Infrastructure, LLC
41800 Lansdowne Road 11809 Lansdowne Rd
Austin, Texas 78754
(512) 773-4235 512-619-0404
jcforsythe1@yahoo.com

Sign/Date: Matthew Duree

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
of
Contract No. MA 2200 GA160000029
for
Magnesium Hydroxide Slurry, Equipment Supply and O&M Maintenance
Between
Forsythe Brothers Infrastructure LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 8, 2019 through March 7, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$401,020.00 this extension period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 3/5/2016 – 3/7/2019	\$1,203,060.00	\$1,203,060.00
Amendment No. 1 Price Increase 5/1/2018	\$0.00	\$1,203,060.00
Amendment No. 2 Option 1 – Extension 3/8/2019 – 3/7/2020	\$401,020.00	\$1,604,080.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

3-1-19

Printed Name:

Authorized Representative
Forsythe Brothers Infrastructure LLC
11809 Lansdowne Rd.
Austin, TX 78754

Signature & Date:

3/6/19

Georgia Billela Procurement Specialist III
City of Austin
Purchasing Office

Signature

3-6-19

Matthew Duree Procurement Supervisor
City of Austin
Purchasing Office



Amendment No. 1
of
Contract No. MA 2200 GA160000029
for
Magnesium Hydroxide Slurry, Equipment Supply and O&M Maintenance
Between
Forsythe Brothers Infrastructure LLC
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract. The price increase for the Slurry is 8.11% and the Equipment rental and Maintenance is 4% as approved by the City and is effective May 1, 2018.

Item	Old Price	New Price
#1 Base Bid- Chemical	\$ 610.00	\$ 659.47
#2 Base Bid – Equipment	\$1,300.00	\$1,352.00
#4 Alternate #1 – Chemical	\$ 630.00	\$ 679.47
#5 Alternate #1 – Equipment	\$1,950.00	\$2,028.00
#13 Alternate #4 – Chemical	\$ 630.00	\$ 679.47
#14 Alternate #4 – Equipment	\$1,300.00	\$1,352.00

- 2.0 The total Contract amount has not changed. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 3/5/2016 – 3/7/2019	\$1,203,060.00	\$1,203,060.00
Amendment No. 1 Price Increase 5/1/2018	\$0.00	\$1,203,060.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: John Forsythe 4-24-18
Printed Name: John Forsythe
Authorized Representative
Forsythe Brothers Infrastructure LLC
11809 Lansdowne Rd.
Austin, TX 78754

Signature & Date: Georgia Billela 4/24/18
Georgia Billela Procurement Specialist III
City of Austin
Purchasing Office

Signature: Matthew Duree 4-24-18
Matthew Duree Procurement Supervisor
City of Austin
Purchasing Office



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 9, 2016

Forsythe Brothers Infrastructure LLC

John Forsythe

Vice President

11809 Lansdowne Rd

Austin, TX. 78754

Jcforsythe1@outlook.com

Dear Mr. Forsythe:

The Austin City Council approved the execution of a contract with your company for Magnesium Hydroxide Slurry, Equipment Supply and O & M Maintenance in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Magnesium Hydroxide Slurry, Equipment Supply and O & M Maintenance
Contractor Name:	Forsythe Brothers Infrastructure LLC
Contract Number:	GA160000029
Contract Period:	March 8, 2016 – March 7, 2019
Dollar Amount	\$1,203,060.00
Extension Option	Three (3) twelve (12) month extension options
Extension Options Amount:	\$401,020.00 per extension
Requisition Number:	2200 15073100463
Solicitation Type & Number:	IFB STA1168
Agenda Item Number:	22
Council Approval Date:	2/4/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,


Irene Sanchez-Rocha

Senior Buyer

City of Austin

Purchasing Office

cc: Darrell Richmond, AW

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Forsythe Brothers Infrastructure, LLC. (“Contractor”)
for
Magnesium Hydroxide Slurry, Equipment Supply and O & M Maintenance
GA160000029**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between **Forsythe Brothers Infrastructure, LLC.** having offices at 11809 Lansdowne Rd. Austin, TX. 78754 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number STA1168.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid (IFB), STA1168 including all documents incorporated by reference
- 1.1.3 Forsythe Brothers Infrastructure, LLC. Offer, dated 11/3/2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,203,060.00 for the initial Contract term and \$401,020.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 90 days prior to contract close out and transition to a new Contractor, the Contractor shall work with Austin Water to develop a transition plan and schedule to address equipment removals, service expectations, and transition to the newly awarded contractor (if applicable). The transition plan and schedule shall address any outstanding obligations and what steps will be taken to ensure that Austin Water is fully functional until the contract close out is complete.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Forsythe Brothers Infrastructure, LLC

John Forsythe

Printed Name of Authorized Person

John Forsythe

Signature

VP

Title:

3-8-16

Date:

CITY OF AUSTIN

Irene Sanchez-Rocha

Printed Name of Authorized Person

Irene Sanchez-Rocha
Signature

Senior Buyer

Title:

3/9/16

Date:

Steve Aden Forsythe
Danielle Lord

Printed Name of Authorized Person

Steve Aden Forsythe
Signature

Purchasing Manager Corporate

Title:

3/9/16

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: STA1168

DATE ISSUED: September 21, 2015

REQUISITION NO.: RQM 2200 15073100463

COMMODITY CODE: 2695657

COMMODITY/SERVICE DESCRIPTION: Magnesium Hydroxide Slurry, Equipment Supply and O&M Maintenance

MANDATORY PRE-BID CONFERENCE TIME AND DATE:
October 7, 2015 @ 10:00 AM

LOCATION: Waller Creek Center, 206 E. 10th Street, RM 515, Austin, TX 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Stephen T. Aden, Sr.
Corporate Purchasing Manager

Phone: (512) 972-0047

E-Mail: steve.aden@austintexas.gov

BID DUE PRIOR TO: 2:00 PM, October 20, 2015

BID OPENING TIME AND DATE: 2:15 PM; October 20, 2015

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation STA1168	Purchasing Office-Response Enclosed for Solicitation # STA1168
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, 2 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

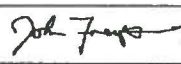
SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION (AWU-101)	13
ATT 1	RACEWAYS, FITTINGS AND SUPPORT (Section 16150)	14
ATT 2	NOTICE – CHEMICAL DELIVERY (form)	1
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Forsythe Brothers Infrastructure, LLC
Company Address: 11809 Lansdowne RD
City, State, Zip: Austin, TX. 78754
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: John Forsythe
Title: VP
Signature of Officer or Authorized Representative:  
Date: 11-3-15
Email Address: JCForsythe1@outlook.com
Phone Number: 512-619-0404

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY – PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2:00 PM, October 9, 2015 to steve.aden@austintexas.gov.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will **NOT** be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. **Environmental Impairment Liability Insurance** with a minimum limit of \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the excavation, transportation, storage, or permanent disposal of hazardous and non-hazardous wastes including fuel.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive legal defense costs.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36-months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

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- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **DELIVERY REQUIREMENTS:** (Reference Section 0500, Specification AWU-101, paragraph 7.1)
- A. Delivery is to be made within the number of calendar days after the order is placed (either verbally or in writing) as specified in Section 0600 "Bid Sheet". All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water
Attn:	Accounts Payable
Address	625 E. 10 th Street, STE 500
City, State Zip Code	Austin, TX 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
8. **HAZARDOUS MATERIALS:**
- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. **LIVING WAGES (applicable to procurements involving the use of labor):**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.39 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

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- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

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- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
12. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
13. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
 - B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
 - C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
 - D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:

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- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index-Commodities	
Series ID: WPUG86130283	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Chemicals and allied products	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Total	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

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- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond, Senior Buyer, Austin Water

E-Mail: Darrell.richmond@austintexas.gov

PHONE: 512/972-0313

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR
MAGNESIUM HYDROXIDE SLURRY, EQUIPMENT SUPPLY AND O&M SERVICES

1. SCOPE

1.1. This specification establishes the minimum requirements to supply magnesium hydroxide slurry within the City of Austin (OWNER) wastewater collection system. The product shall be used for the purpose of controlling odors and reducing corrosion by controlling hydrogen sulfide in the wastewater collection system.

1.2. CONTRACTOR shall supply and deliver Magnesium Hydroxide slurry at the specified locations.

1.3. This contract consists of a Base Bid and the Additive Alternate Bids that will be awarded by the OWNER upon the availability of funds.

A. Base Bid shall consist of Bid Items No. 1, 2 and 3. They shall consist of chemical delivery at two locations;

Lake Creek Lift Station and Boulder Lane Lift Station

Annual average chemical usage approximately 184 dry tons of active product basis. They also include the operation, maintenance, equipment rental and inspection services for each of these sites for each month. Due developmental growth in these areas, there may be a need for increase Magnesium Hydroxide application up to 90 additional tons per year.

B. Additive Alternate Bid No. 1 consists of Bid Items No. 4, 5 and 6. If it is included in the contract, they consist of chemical delivery at these three additional locations;

Four Points Center Lift Station, Travis Country Lift Station and Davis Springs Lift Station

Annual average chemical usage for the three locations shall be approximately 46 tons of active product basis. Due developmental growth in these areas, there may be a need for increase Magnesium Hydroxide application up to 60 additional tons per year. Total cumulative annual usage of the Base Bid and Additive Alternative Bid 1 usage shall be approximately 380 tons of active product basis. They also include the operation, maintenance, equipment rental and inspection services for each of these sites for each month.

C. Additive Alternate Bid No. 2 consists of Bid Items No. 7, 8 and 9. If it is included in the contract, they shall consist of chemical delivery to three additional locations;

Old Lampasas Lift Station, Four Points #1 Lift Station and Rustic Rock Lift Station

Annual average chemical usage for the three locations shall be approximately 35 tons of active product basis. Due developmental growth in these areas, there may be a need for increase Magnesium Hydroxide application up to 30 additional tons per year. Total cumulative annual usage of the Base Bid, Additive Alternative Bid 1 and Additive Alternate Bid 2 usage shall be approximately 445 tons of active product basis. They also include the operation, maintenance, equipment rental and inspection services for each of these sites for each month.

- D. Additive Alternate Bid No. 3 consists of Bid Items No. 10, 11 and 12. If it is included in the contract, they shall consist of chemical delivery to three additional locations;

Lost Creek # 3 Lift Station and Parke North Lift Station

The City annexed Lost Creek MUD and took operation of all the lift stations. The City was provided pervious annual average use information for Lost Creek Lift Station. Parke North Lift Station is under construction and will be in operation when this contract is executed. The projected annual average chemical usage for the two locations shall be approximately 50 tons of active product basis. Due developmental growth in these areas, there may be a need for increase Magnesium Hydroxide application up to 70 additional tons per year. Total cumulative annual usage of the Base Bid, Additive Alternative Bid 1, Additive Alternate 2 and Additive Alternate Bid 3 usage shall be approximately 565 tons of active product basis. They also include the operation, maintenance, equipment rental and inspection services for each of these sites for each month. Maps and pictures of these two locations are provided in the appendix.

- E. Additive Alternate Bid No. 4 if included in the contract shall consist of 2 future locations with annual average chemical usage for the two future locations shall be 15 tons of active product basis. Total cumulative annual usage of the Base Bid, Additive Alternative Bid 1, Additive Alternate Bid 2 and Additive Alternate Bid 3 usage shall be approximately 595 tons of active product basis. They also include the operation, maintenance, equipment rental and inspection services for each of these sites for each month.
- F. The City reserves the right to award the contract based on the Base Bid and any other additive alternate bids depending on availability of funds.

- 1.4. CONTRACTOR shall provide equipment, materials, storage tanks, instrumentation and control systems necessary to properly store the slurry and successfully operate the chemical feed systems.

- 1.5. The CONTRACTOR shall be responsible for delivery, installation and maintenance of a complete and fully functioning chemical feed system. All feed system components shall be compatible for use with magnesium hydroxide slurry.
- 1.6. The OWNER will provide a 480V, 3 phase, 60 Hz or 230 volt of power source with a local disconnect at each feed location. The CONTRACTOR shall be responsible for connecting to the OWNER's disconnect at each site and installing conduit and wiring in compliance with AWU's electrical requirements, as necessary for operation of each chemical feed and storage system. The CONTRACTOR is also responsible for providing access to control panels.
- 1.7. The CONTRACTOR shall be responsible for providing measuring device capable of producing a 4-20 mA signal representing the amount of chemical in the tank. It is the CONTRACTOR'S responsibility to provide an accurate inside cross sectional area of the tank. The CONTRACTOR shall provide access for the OWNER to connect the 4-20 mA signal to the OWNER'S telemetry system.
- 1.8. **The CONTRACTOR shall attend the mandatory pre-bid conference to ensure understanding of the site restrictions, vehicle access and equipment configurations at each location.**
- 1.9. Included in these specifications are sections on scope of work.

This specification, until revised or rescinded, shall apply to each future purchase and contract for the services described herein. Retain for future references.

2. APPLICABLE SPECIFICATIONS

- 2.1 Electrical components of the chemical feed systems shall be installed by Texas-licensed and bonded electricians/contractors and meet the requirements of the following specifications which form a part of this specification:
 - City of Austin Specification 16150 - Raceways, Fittings and Supports
 - City of Austin Specification 16200 – Wires, Conductor and Cable – 600 V and Below (attached).

3. SAFETY

- 3.1 The CONTRACTOR shall be responsible for complying with all Federal, OSHA, EPA, State and local regulations.
- 3.2 Transportation and shipping containers for magnesium hydroxide slurry shall conform to Federal and State of Texas Department of Transportation regulations.

- 3.3 The CONTRACTOR shall perform all work in confined space or permit confined space in accordance with applicable OSHA standards. The CONTRACTOR is responsible for providing CONTRACTOR's employees with personal protective equipment and other safety equipment necessary to provide the services described in this specification.
- 3.4 The CONTRACTOR shall submit to the OWNER a current product Safety Data Sheet prior to delivering product to the designated feed sites.
- 3.5 The CONTRACTOR shall provide the OWNER with a Spill Response Plan prior to mobilization for approval by the OWNER.
- 3.6 The CONTRACTOR shall be responsible for informing CONTRACTOR's employees and sub-CONTRACTOR personnel of the OWNER's policies and requirements with regard to safety and access.
- 3.7 The CONTRACTOR will be responsible for property damage or interruption to wastewater services resulting from the activities of CONTRACTOR's employees or sub-CONTRACTOR employees.
- 3.8 Tobacco use is not permitted while on Austin Water Utility property. Tobacco includes cigarettes, cigars, chewing tobacco, snuff, pipes, and electronic cigarettes. The CONTRACTOR shall be responsible for informing CONTRACTOR's employees and sub-CONTRACTORS of this policy.

4. CHEMICAL REQUIREMENTS

4.1. Magnesium Hydroxide Slurry

- 4.1.1. The CONTRACTOR shall supply magnesium hydroxide slurry, liquid $Mg(OH)_2$ as the primary hydrogen sulfide control agent delivered to each designated chemical feed site conforming to the following specifications:

	Minimum	Maximum
Solids, Percent %	50	60
Density, lbs/gal	12	13
Viscosity, cP	100	600
Particle Size, microns	No minimum	10
% Passing 325 Mesh Sieve	98	100
Specific Surface Area, mg/m^3	12	15
MgO%, dry basis	89	100
Organic Contamination	100 ppm	

- 4.1.2. The delivered product shall be clean and free from dirt, wood, rock and plastic particulate matter that could cause pump, pipe, hose or fitting problems. If product delivery trucks are used to carry materials other than magnesium hydroxide the tank must be washed to remove material and residue prior to loading with magnesium hydroxide.

4.2 **Chemical Information**

- 4.2.1 On each delivery of chemical provide the OWNER the following documentation;

a. **Certificate of Analysis** with the following Information;

Product Description
 Order #
 Customer Order #
 Customer/Address
 Concentration weight % Solids
 Density, lbs/gal
 Viscosity, cp

b. **Bill of Lading** shall include the following information;

BOL # _____
 Order # _____
 Date _____
 Truck # _____ Trailer # _____
 Gross Truck Weight _____
 TARE Truck Weight _____
 Net Truck Weight _____
 Gallons _____ (delivered) Dry weight _____ (delivered)

Station	Gallons	Dry Weight
<u>(Name)</u>	After <u>(Quantity)</u>	<u>(Quantity)</u>
	Before <u>(Quantity)</u>	<u>(Quantity)</u>
	Delivered <u>(Quantity)</u>	<u>(Quantity)</u>

Driver (name) (Signature)

Receiver (name) (Signature)

4.3 Chemical Verification and Payment Adjustment

4.3.1 The OWNER has the right and authority, in the OWNER'S sole and absolute discretion, to check and verify the quality of the magnesium hydroxide slurry delivered. The CONTRACTOR shall provide the OWNER the ability to obtain grab samples on each of the chemical delivered.

4.3.2 The grab samples, if collected, shall be tested at the OWNER'S own laboratory or an independent pre-qualified laboratory.

4.3.3 The OWNER shall have the right to adjust the payment based on the result of the grab samples if the sample result indicating the effective magnesium hydroxide content is below the concentration provided in the Certificate of Analysis by more than 2%. In this case, the results from the OWNER'S grab samples shall be the basis of determining the actual tons delivered. For example;

Certificate Analysis and Bill of Lading shows

Net weight of 44,100 lbs, 56.1 % Solids. The calculated dry weight of solids shall be obtained based on the following methodology;

$$44,100 \text{ lbs} \times 56.1\% / 2000 \text{ lbs/ton} = 12.37 \text{ tons.}$$

Grab samples Results

50.1 % Solids, the calculated dry weight will be

$$44,100 \text{ lbs} \times 50.1\% / 2000 \text{ lbs/ton} = 11.04 \text{ tons}$$

Payment Request adjustment = $11.04/12.37 = 89.30$ percent. Therefore, the CONTRACTOR shall only be eligible for 89.3 percent of the total requested.

4.3.4 The CONTRACTOR shall be notified of the Payment Request adjustment and the CONTRACTOR shall have an opportunity to review the basis for the adjustment. There shall be no positive adjustment.

5. CONTRACTOR SERVICES

5.1. CONTRACTOR shall provide a turnkey chemical storage and feed system at each designated site designed specifically for a magnesium hydroxide feed rate to meet the OWNER's performance requirements. Key components are listed below:

- Storage Tank and Fill Pipe
 - Mixing System
 - Control Panel
 - Monitor/Controller
 - Dosing system including pump and piping
 - Tank level indicator (level of amount of chemical in the tank)
- 5.2. CONTRACTOR shall provide the necessary equipment and controls to ensure that chemical dosing shall only occur when the lift station pumps are on.
- 5.3. During wet weather events throughout the year, the OWNER has the right and authority, in the OWNER'S sole and absolute discretion, to request that the dosing system be shutdown. There may be a period of time when there is zero "0" flows. The CONTRACTOR shall have twenty four (24) hours to shut down the flow.
- 5.4. The historical information provided in Section 7 is for informational purposes only. The OWNER has the right to request the Contractor to operate the dosing system outside the range of minimum and maximum as needed. The CONTRACTOR shall have twenty four (24) hours to adjust the flows accordingly.
- 5.5. CONTRACTOR shall be responsible for coordinating equipment installation including electrical work with the OWNER.
- 5.6. CONTRACTOR shall provide the address of the product distribution facility to the OWNER prior to mobilization.
- 5.7. CONTRACTOR shall provide qualified staff with relevant field experience to monitor operate and maintain each feed site to ensure reliable chemical supply and dosing.
- 5.8. CONTRACTOR shall provide operation, maintenance and inspection services for each chemical feed location. Services shall include but not be limited to the following:
- Routine and preventative maintenance schedule
 - Control system alarms and diagnostic problems
 - Pump profiling/calibration
 - Adjustments to feed rates
 - Monitoring of wet well for product feed problems that may cause interference with operation and maintenance of equipment in the wet well

- Monitor and maintain the tank level indicator and ensure that it is capable of providing the 4-20 mA signal to the City's telemetry system.
- 5.9. The CONTRACTOR shall provide technical support to the OWNER for pump profile programming at each feed location. Pump profiling and programming shall be a joint effort between the CONTRACTOR and the OWNER using H2S data to provide feedback on the dosing requirements at each site.
- 5.10. Water for maintenance and flushing will be supplied by the OWNER. Dosing sites not connected to the OWNER's water distribution system will be furnished with tanks containing a minimum of five hundred (500) gallons of water. CONTRACTOR shall be responsible for notifying OWNER of insufficient water supply one (1) week prior to performing maintenance activities for OWNER to coordinate resupply of the water tank. OWNER is not responsible for delays or claims made by the CONTRACTOR for insufficient water supply due to lack of timely notification.
- 5.11. The CONTRACTOR shall be responsive to the needs and operational concerns of the OWNER. The chemical injection location at a designated site shall be relocated to address operational issues that may arise. Pump profiles shall be modified in response to changes in wastewater flows or characteristics.
- 5.12. CONTRACTOR shall provide necessary personnel and equipment for installation, feed rate optimization and services for any additional dose sites requested by the OWNER.
- 5.13. CONTRACTOR shall have twenty four (24) hours to respond to any alarms, system performance, or equipment failures discovered during routine inspections by the CONTRACTOR or the OWNER. Alarms and equipment failures require immediate email notification to the OWNER. Alarms are from the OWNER telemetry system triggered by a prolong use of chemical usage which could result from a spill, mechanical failure and or chemical piping rupture. Owner will field verify the condition prior to OWNER notifying the CONTRACTOR when the alarm is on. Contact information for employees responding to emergencies shall be provided to the OWNER prior to mobilization.
- 5.14. **The CONTRACTOR shall respond to emergencies and chemical spills immediately upon discovery or within two (2) hours from notification by the OWNER. The CONTRACTOR is responsible for immediately notifying the OWNER of a chemical spill.** These notification requirements and emergency contact information shall be incorporated into the Spill Response Plan referenced in Section 3. SAFETY, paragraph 3.5 of these specifications.

6. EQUIPMENT REQUIREMENTS

6.1. Magnesium Hydroxide Slurry Storage Tanks

6.1.1. The storage tank shall be suitable for above ground, vertical installation and shall be designed to withstand mechanical forces superimposed by a slurry agitator agitating the maximum density slurry. The tank shall be incorporated with flanges to allow for the CONTRACTOR'S ultrasonic level indicators to be attached.

6.1.2. The CONTRACTOR shall be responsible for sizing the chemical storage tank at each location to meet the treatments goals listed in Section 9. Historical feed data for each location is provided in Section 7.1 of these specifications.

6.1.3. The CONTRACTOR shall be responsible for proper labeling of storage tanks in compliance with current federal, state and local requirements. The CONTRACTOR shall not transport or deliver chemical into any tank or vessel which is not properly labelled.

6.2. Mixing System

6.2.1. The CONTRACTOR shall be responsible for providing a complete mixing system to keep the magnesium hydroxide slurry in suspension while in storage.

6.2.2. Parts shall be weatherproof and designed and proportioned for ample strength, stability, and stiffness for the intended purpose. Each mixer and drive assembly shall be designed for 24 hour per day continuous operation service and be suitable for out-of-doors service. The mixing system shall be constructed of weatherproof materials.

6.3. Chemical Feed Pumps

6.3.1. The CONTRACTOR shall provide one (1) chemical metering peristaltic type pump per injection site. The pumps shall be capable of pumping magnesium hydroxide slurry against pressures up to 50 psi at the desired dosages.

6.3.2. The pump shall be sized by the CONTRACTOR and be capable of continuous and intermittent operation and allow volume adjustments to meet the minimum and maximum chemical dosing requirements for the intended wastewater flow.

6.3.3. The pump shall be capable of being run locally with a scheduler running twenty four (24) set points per day seven (7) distinct days.

6.4. **Chemical Fill/Feed Piping**

6.4.1. Fill/Feed piping shall be stainless steel. Pump suction/discharge lines shall be schedule 80 PVC or reinforced rubber hose suitable for above ground installation and be compatible with magnesium hydroxide slurry. PVC pipe must be protected from UV exposure. Pumps shall be plumbed with water connections and appropriate valves to easily allow periodic flushing of pump suction/discharge lines.

6.4.2. Fittings, valves and seals shall be compatible with magnesium hydroxide in the regular operation, maintenance and cleaning of the chemical feed system.

6.5. **Control Panel**

6.5.1. The control system shall contain the following components at a minimum in one or more control panels as necessary:

- Main Power Disconnect
- PLC scheduler for the feed pump running twenty four (24) set points per day seven (7) distinct days
- Pump H/O/A Selector Switch
- Mixer ON/OFF Selector Switch
- Tank level indicator (level of amount of chemical in the tank)

7. **MOBILIZATION AND DEMOBILIZATION**

7.1. The CONTRACTOR shall furnish and install chemical storage and feed systems at the locations listed below. Historical feed data is provided for informational purposes only. Dry weight lbs per day usage in the table below is calculated using a density of 12.22 lbs/gallon and 55% dry solids. CONTRACTOR is responsible for sizing equipment and optimizing the feed rate to meet the treatment goals in Section 9 of these specifications.

7.2.

Facility Name	Asset ID	Address	Historical Feed Data Gallons per Day			Dry Weight Lbs per day
			Max.	Min.	Avg	
Lake Creek	LS-059	8601 West Parmer Lane, Austin TX 78729	148	102	99	665
Boulder Lane	LS-098	10849 ½ Boulder Lane, Austin TX 78726	88	58	51	344
Davis Springs	LS-081	Solara Drive Austin TX 78717	26	11	8	54
Four Points Center	LS-123	11101 ½ Four Points Drive, Austin TX 78726	24	16	17	115
Travis Country	LS-070	4504 Travis Country Circle, Austin TX 78735	40	12	13	85
Four Points #1	LS-056	8152 Tahoe Park Circle, Austin TX 78726	12	4	5	30
Rustic Rock	LS-108	11406 Rustic Rock, Austin TX 78750	20	12	9	60
Old Lampasas	LS-063	9000 Old Lampasas Trail, Austin TX 78750	37	11	15	103

Note: Minimum flows could be zero when the flows are shut down. There is no historical information for Lost Creek Lift Station # 3 and Parke North Lift Station.

7.3. The CONTRACTOR shall coordinate and be responsible for the cost of mobilizing all equipment and services related to the successful installation of the chemical feed system at each site.

7.4. Mobilization services include all activities and associated costs for transportation of CONTRACTOR's personnel, equipment and operating supplies to the site, and establishment of chemical feed system to meet the requirements of these specifications.

7.5. Upon termination of the Contract, the CONTRACTOR shall coordinate and be responsible for the cost of demobilization, site restoration to pre-setup conditions and removal of CONTRACTOR-owned equipment and materials.

7.6. Demobilization services include all activities and costs for transportation of CONTRACTOR's personnel, equipment, and supplies from the site, including the disassembly and removal of equipment and site cleanup. Demobilization

services shall be complete within thirty (30) days of notification of contract termination.

- 7.7. The CONTRACTOR should anticipate mobilizing equipment for two (2) trials per contract year. The results of the trial may alter the treatment approach or add a dosing station site for the contract. The final decision to regularly feed chemical at a site will be at the sole discretion of the OWNER.

8. DELIVERY REQUIREMENTS

- 8.1. CONTRACTOR shall provide fully trained qualified personnel to be in continuous attendance and provide oversight of subcontract haulers during delivery and transfer of product. CONTRACTOR shall be responsible for immediate cleanup of spilled material during delivery and transfer operations.
- 8.2. The CONTRACTOR shall be responsible for offsite disposal of waste material resulting from spills or equipment failure. If the OWNER has to hire a CONTRACTOR to clean up the spill, the costs for cleanup shall be the responsibility of the CONTRACTOR.
- 8.3. CONTRACTOR shall email OWNER twenty four (24) hours in advance of delivery. Scheduled deliveries shall be between the normal working hours of 7:30 am and 2:00 pm, Monday through Friday. After hours and weekend deliveries may be made with prior notification and approval by OWNER on an as needed basis. The CONTRACTOR shall be responsible for overtime and call back expenses resulting from spills or emergencies for deliveries conducted after hours and on weekends.
- 8.4. The CONTRACTOR shall be responsible to utilize the appropriate size trucks for chemical delivery for all the locations listed in Section 7.1 including future locations. The OWNER will not make changes to site conditions to accommodate the limitations of the trucks making delivery.

9. MONITORING AND SAMPLING BY OWNER

- 9.1 The Contractor shall provide routine testing and optimization services at each site. This testing shall be performed no less than each month. The testing shall include vapor phase monitoring and surface pH monitoring. Data collected shall include the following:

- In-situ H₂S monitoring data throughout the length of the trial
- H₂S gas data collection instruments shall be Detection Instruments Odologs
- H₂S gas data points shall be logged at five (5) minute intervals over minimum seven (7) day periods
- Reporting shall include:
 - Daily H₂S averages
 - Daily peak H₂S
 - Seven day H₂S
 - Seven peak H₂S
- Surface pH values no less than once monthly (taken during Odalog change outs)
- Wastewater pH and temperature on a monthly basis
- Monitoring of wet well FOG blankets
- Magnesium Hydroxide residual as measured by pH along designated line of treatment
- The Contractor shall be responsible for optimizing the feed rates to meet the treatment goals met established by the City.

- 9.2 The following are the treatment goal and the CONTRACTOR will need to adjust the feed rate to meet the treatment goals:

Parameter	Treatment Goal
Dissolved Sulfide	< 0.5 mg/l
Wastewater pH	Greater than or equal to 7.0
Surface pH	> 4.0
Wastewater Temperature	Measurement only
Max Hydrogen Sulfide, vapor	< 50 ppm, Summer < 10 ppm, Winter
Avg Hydrogen Sulfide, vapor	<10 ppm

- 9.3 The Contractor shall provide a report summarizing data and feed rates to the Project Manager on a quarterly basis.
- 9.4 The Contractor shall monitor the tank levels on routine basis and coordinate with the Project Manager for orders.
- 9.5 If during the course of this contract, the City requires additional dosing locations, the Contractor shall provide survey services to identify the problem and shall provide recommendations for correcting the problem.
- 9.6 CONTRACTOR shall coordinate access to the manhole for monitoring and sampling purposes with the OWNER.
- 9.7 The cost associated with all the activities in this Section (9.1 through 9.6) will be part of the cost of the dry tons for each locations.

10. PRICING

- 10.1. Pricing for all Magnesium Hydroxide Slurry shall be provided on a dollar per dry ton of active product basis. Pricing shall include freight, mobilization/demobilization, testing and reporting activities required in Section 9.0 and deliveries of chemicals to the locations listed in the Base Bid and Additive Alternate Bids.
- 10.2. Pricing for operation, maintenance and inspection services shall be provided per site, per month for rental of equipment and tanks, for cleanup of spills, optimization and support services for the sites listed in Section 7.1 through 7.6.
- 10.3. Pricing for two (2) additional dosing sites per contract year shall include freight, mobilization/demobilization, optimization during trial period, and all necessary equipment and services for long term dosing at the site upon successful results of the trial.

11. PAYMENT REQUEST

- 11.1. CONTRACTOR shall submit invoices and supporting documentation for each delivery within five (5) calendar days of delivery.
- 11.2. Invoice for Magnesium Hydroxide slurry usage for Bid Item 001, 003, 005 and 007 shall be per ton of dry active product. The calculation for the dry ton of active product shall be based on the CONTRACTOR Bill of Lading and Certificate of Analysis.
- 11.3. CONTRACTOR shall be required to adjust the Invoice according to the requirements outlined in Section 4.3 at the discretion of the OWNER.
- 11.4. In addition to the information required in Section 4.2, the following documentation shall be included with each invoice for deliveries of Magnesium Hydroxide:
 - CONTRACTOR's name, address and phone number
 - OWNER's master agreement and purchase order number
 - Date of delivery
 - Location of delivery including facility name and asset ID number
 - Quantity delivered, if split load indicate quantities delivered to each location
 - Certificate of Weight using Certified scales
 - Certificate of Analysis including dry weight and magnesium oxide assay
 - Attach a copy of the Bill of Lading with the invoice.

PART 1: GENERAL

1.1 Description and Scope of Work

This section specifies raceways, fittings, and supports for all cables, conductors and electrical equipment. The contractor shall furnish and install complete raceway systems in accordance with the following specifications.

1.2 References

<u>Code</u>	<u>Title</u>
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NFPA 70	National Electrical Code (NEC)
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<u>Standard</u>	<u>Title</u>
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NEMA 250	Enclosures for Electrical Equipment (1,000 volts maximum)
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ANSI C80.1	Rigid Aluminum Conduit and Rigid Galvanized Steel Conduit
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ANSI C80.4	Fittings and Supports for Conduit and Cable Assemblies
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NEMA TC2	Electrical Plastic Tubing (EPT) and Conduit (EPC-40)
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NEMA TC3:	PVC Fittings for Use with Rigid PVC Conduit and Tubing.
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UL7 514B	Fittings for Conduits and Outlet Boxes
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UL 651:	Schedule 40 Rigid PVC Conduit
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1.3 Submittals

- A. Submittals shall be made in accordance with the requirements of Section 01300, "Submittals".
- B. Operations and Maintenance (O&M) Manuals shall be made in accordance with the requirements of Section 01730.

PART 2: PRODUCT

2.1 Exposed-Outdoor Above Ground Level

- A. Rigid Aluminum Metal Conduit System

Conduit run above ground shall be U.L. listed 99 % copper free rigid aluminum and meet the requirements of ANSI C40.5. Conduit pipe straps and hardware to be 316 stainless steel. Conduit shall be manufactured by “Allied Company”, or approved equal.

Minimum above grade conduit size for all work shall be 3/4-inch. Minimum underground conduit size for all work shall be one (1) inch.

B. Conduit Seals

Conduit seals to be suitable for use in class-I, group B, C, and D, and class-II group F and G. Conduit seals shall also meet or exceed the following minimum requirements:

1. Seal body, nipples and closures shall be 99% copper-free aluminum. Seals bodies shall be filled with **3M 2123 Re-Enterable Sealing Compound**.
2. Drain: Stainless steel
3. Removable Nipples: 99% copper-free aluminum
4. Seals can be installed/removed without disassembling the conduit system.

Conduit seals to be manufactured by “Crouse-Hinds” type EYS drain seals with specified options, or approved equal.

Seals to be installed directly adjacent to, and, just immediately before entering wet well junction box. See details on drawings.

C. Conduit Hubs

Conduit hubs shall be the grounding type, 99% copper-free aluminum (body, nipples, etc.), with integral insulated throat, and with solder-less grounding lugs as manufactured by “Myers”, or approved equal. Conduit hubs shall be furnished complete with rubber gasket.

D. Grounding Bushings

Conduit grounding bushing shall be 99% copper-free aluminum (body, nipples, etc.), with integral insulated throat, and with solder-less grounding lugs as manufactured by Meyers type STAG, or approved equal.

E. Conduit Bodies

All conduit bodies shall be 99% copper-free aluminum. Conduit bodies shall be manufactured by “Crouse-Hinds” Form 7, or approved equal.

F. Conduit Body Covers

Conduit Body Covers shall be die cast aluminum with 316 stainless steel screws. Snap on covers are unacceptable. Supply gaskets with all covers.

G. Conduit Unions

Conduit unions shall be threaded, 99% copper-free aluminum. Conduit unions shall be manufactured by “Crouse-Hinds” type UNF or UNY, or approved equal by “Appleton” or “O.Z. Gedney”.

H. Clamp Backs

Single runs of conduit may be supported with cast aluminum clamp backs with stainless steel hardware and standoffs.

I. Conduit Straps

All conduit straps shall be 316 Stainless Steel unless indicated differently by the plans and or specifications.

2.2 Underground Conduit System in Duct Bank System and Conduit Concealed in Concrete

Conduit run underground in duct bank system shall be schedule 40 PVC, U.L. rated, No. 651, conforming to NEMA standard TC-2-75 and listed in conformity with Article 347 of the national Electrical Code (NEC). The conduit is to be manufactured by “Carlson”, or approved equal. Solvent weld shall be a type approved by the conduit manufacturer.

The transition point from underground duct bank to above ground raceway system shall be made utilizing PVC coated rigid galvanized steel (RGS) conduit. PVC coated RGS conduit shall be coated with a 40 mil exterior coating of PVC and a 2 mil urethane interior coating. The coating system shall be in compliance with ETL PVC-001. Refer to Part 3-Execution of this Section, and to details provided on the contract drawings. PVC Coated Rigid Galvanized Steel conduit shall be Plasti-Bond REDH2OT or Perma-Cote coated conduit as manufactured by Rob Roy. A manufacturer’s installer certification shall be required for electricians installing the PVC coated RGS conduits.

The minimum depth of a duct bank is 24” to the top of the Concrete.

Minimum conduit size for all underground work shall be 1-inch.

2.3 Liquid Tight Flexible Conduit

Liquid tight flexible conduit shall be non-metallic (NM) type liquid tight flex for sizes ¾" through 2". For sizes 2 ½" and larger provide standard seal tight flex with aluminum core, formed from PVC plastic. Provide aluminum or nonmetallic liquid tight fittings that are suitable for installation in temperature range between -20 degrees C to +60 degrees C (suitable for use outdoors and indoors). Liquid tight flexible conduit and fittings shall be as manufactured by "Electri-Flex" series NM type B-PVC, Thomas & Betts type LT-38P, or approved equal. ½" type NM flexible liquid tight conduit may be used for instruments having ½" threaded entry point.

Liquid tight flexible conduit shall be used for connections to motors, field instruments, etc., and any equipment subject to vibration, and, where shown on the drawings. Maximum length to be 36" unless otherwise noted on drawings or approved by the owner or engineer.

2.4 Electrical Equipment and Raceways Support Channels

Electrical equipment and raceway support channels shall be fabricated with 316 stainless steel material manufactured by "Unistrut Corporation" series P-1000SS and P-1001SS, or approved equal. All fastening hardware, fittings, supports, base posts, clamps, framing system, etc. shall also be fabricated with 316 stainless steel. Manufacturer shall be "Unistrut Corporation," or approved equal.

PART 3: EXECUTION

3.1 General

Install electrical equipment and raceway system conduit in accordance with the recommendations of the manufacturer, the requirements of the National Electrical Code, local codes, and the contract drawings and these specifications.

Use only persons skilled and licensed in the state of Texas to perform this type of work.

3.2 Conduit System

- A. Install Schedule 40 PVC conduit underground in reinforced duct banks changing to PVC coated rigid galvanized steel conduit at the final factory 90 degree bend, transitioning from underground to the above ground conduit system. The transition from PVC coated RGS to aluminum rigid shall be made at a minimum of 6" above the ground, finished slab, and/or housekeeping pad. Duct banks and/or conduit banks shall remain reinforced (along the entire length utilizing stirrups on a minimum of 2'-0" spacing and chairs at a 5'-0" spacing), encased in red concrete to its final destination even when routed under

building/structure, concrete floor slab, and/or equipment concrete/housekeeping concrete pad. Rebar shall be kept a minimum of 2" off of the ground to allow complete concrete coverage. There shall be a minimum cover of 24" to the top of concrete for all duct banks. Concrete shall be 3000 psi. A red add mixture, HBS #120 Conduit Red as manufactured by ChemSystems, Inc., or equal, shall be added to the concrete at a minimum of 12 pounds per cubic yard of concrete. Forms shall be used except that side forms are not necessary where the earth is firm enough to support the concrete.

- B. Run exposed conduit parallel or at right angles to building lines.
- C. Secure conduits to all cabinets and boxes with specified hubs and bonding jumpers in such a manner that each system is electrically continuous throughout.
- D. Install all conduits as a complete system before wiring is pulled in. Conduits shall be reamed and swabbed clean immediately before wiring is pulled in.
- E. Cap conduits during construction to prevent entrance of dirt, trash, and water.
- F. Equip conduit across structural joints, where structural movement is allowed with an O.Z./Gedney, or equal, 99 % aluminum expansion fittings of that conduit size.
- G. Conduit nipples shall have two independent sets of threads. Running threads shall not be used. Where conditions require joining two fixed conduits into a continuous run, a conduit union shall be used.
- H. Coat all conduit threads with a Noalox, Penetrox, or approved equal.
- I. Provide a minimum of 2-inches separation utilizing Plastic conduit chairs between conduits installed in concrete duct bank. Spacing may be less at panel boards, pull or junction boxes or other locations where the conduits have to be grouped.
- J. Conduit Penetrations:
 - 1. Use 3M 20mil corrosion tape to protect raceways for penetrations through walls, floors, and block outs and grout once work is complete. The tape should extend 6" beyond the walls or floors.
 - 2. **Link-Seal** modular seals shall be used for all subgrade conduit penetrations.
 - 3. **PVC** pipe shall be used for all pour-in-place concrete conduit penetrations.
- K. Maintain 6" clearance between conduit and piping and 12" clearance between conduit and heat sources such as flues, steam pipes and heating appliances.
- L. Arrange conduits to maintain headroom and present a neat appearance.

- M. Conduits run above ground shall be supported at least every 10 feet and once in every change in direction and at the end of each straight run terminating in an enclosure and within three feet of every junction box.
- N. Secure conduit runs firmly to specified support channels by stainless steel conduit straps or by hangers, as required.
- O. Top of duct bank shall be installed a minimum of 24 inches below grade and shall slope 3 inches per 100 feet from high points toward the manholes.
- P. All underground conduit joints shall be waterproofed in accordance with the manufacturer's recommendations
- Q. Rigid conduit joints to be cut square, threaded, reamed smooth and drawn up tight. Bends or offsets to be made with standard conduit ells. Make field bends with an approved bender or hickey or hub type conduit fittings. Conduit shall contain no more than the equivalent or three (3) 90 degree bends between outlets or fittings.
- R. Backfilling shall be done in such a manner that voids will be minimized. Tamp backfill so that it is the same density as the surrounding soil. Excess soil shall be piled on top and shall be well tamped. All rock and debris shall be removed from the site.
- S. Conduits joints to be staggered a minimum of 6".
- T. Where a duct bank penetrates or turns up next to a structure, dowel rebar a minimum of 4" into the structure at the point of connection/intersection tying the steel reinforcing of the duct bank to the structure at a minimum of four locations.
- U. All duct banks shall be placed under building slab (not in building slab) with longitudinal duct bank steel reinforcement tied to building slab steel reinforcement with an 18-inch overlap.
- V. Conduits shall penetrate building slab at 90 degrees and shall run in duct banks under building slab and **not** run parallel though building slabs.

3.3 Installation of Support Channels

- A. Utilize 316 stainless steel support channels to install raceways, and any other surface mounted electrical, instrumentation and control equipment. Refer to details shown on the contract drawings.
- B. All mounting hardware and straps shall be 316 stainless steel.

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Provide, furnish and install all **electrical wire/s, conductor/s and cable/s (WCC)** for all electrical, instrumentation and controls (EIC) work , as applicable and required, to make all electrical system/s complete and satisfactorily operable as specified here-in and designated per the Contract PLANS. Coordinate WCC accordingly for instrumentation and controls (I&C) requirements and applications.
- B. All WCC work shall comply per the National Electrical Code (NEC), all applicable federal, state, and local codes, regulations and ordinances.

1.02 RELATED SPECIFICATIONS

- A. DIVISION 16 – Electrical
- B. DIVISION 17 – Process Instrumentation and Controls System, PICS
- C. ALL PROCESS AND/OR MECHANICAL PACKAGED SYSTEM/s --having electrical, instrumentation and control system/s, WCC, components, devices, etc. Reference all applicable and respective, related packaged system/s specification section/s, accordingly.
- D. Other related work as may be designated, required, and/or called for per the CONTRACT DRAWINGS, other related TECHNICAL / EQUIPMENT SPECIFICATIONS and/ or as elsewhere defined or designated.

1.03 REFERENCES AND STANDARDS

- A. References and Standards apply in their entirety:
 - 1. NFPA 70 National Electric Code
 - 2. U.L. 44 Thermoset-Insulated Wires and Cables
 - 3. U.L. 510 Polyvinyl chloride, polyethylene, and rubber insulated tape
 - 4. U.L. 1685 Vertical Tray Fire Propagation and Smoke-Release test for electrical and fiber optic cables
 - 5. IECA S-95 / Power Cables rated 2000V or less for distribution of electrical
NECA WC-70 energy
 - 6. ASTM B8 Standard Specification for concentric-lay, stranded copper
conductors --hard, medium-hard, and soft
 - 7. OWNER's Conductor Color Code standard --as designated here-in, 16200, 1.05 D.

1.04 SUBMITTALS

- A. Submittal/s per product information --catalog data sheets, product ratings, etc. per requirements and compliance per Division 1 – General Provisions, Section 01300, "Submittals".

WIRES, CONDUCTORS AND CABLE – 600V AND BELOW**Section 16200**

- B. Operations and Maintenance (O&M) Manuals –include all approved WCC submittals in the CONTRACT O&M per Section 01730.

1.05 WIRES, CONDUCTORS AND CABLES COLOR CODING

- A. Multi-conductor I&C cable/s: Color coding is specified in the multi-conductor cable type specification--as designated per the multi-conductor cable manufacturer.
- B. Power and control WCC: provide single conductor/s with integral insulation pigmentation of the designated and/or required color. Phase colors as listed below shall be provided in all instances.
- C. Phase A, B, and C implies the direction of positive phase rotation for AC power voltage.
- D. Implement OWNER's authorized conductor color code as designated below:
1. Electric Power WCC compliance per COA, Austin Energy Utility

<u>System voltage/s</u>	<u>Conductor</u>	<u>Conductor Color</u>
a. All systems	Ground	Green
b. 120/240 volts, 1-phase, 3-wire	Hot Leg, L1	Red
	Other Hot Leg, L2	Black
	Neutral, grounded	White
c. 120/208 volts, 3-phase, 4-wire	Phase A	Red
	Phase B	Black
	Phase C	Blue
	Neutral, grounded	White
d. 277/480 volts 3-phase, 3-wire *	Phase A	Brown
	Phase	Yellow
	Phase C	Purple
	Neutral, grounded *	Gray *
* 3-phase, 4-wire service drop from the power company; neutral is pulled and grounded at first main disconnect only; neutral conductor shall not be installed in electrical power distribution system -- thereby standard practice does not utilize 277V, 1-phase power (line to neutral)		
e. Motor space heater/s @ 120 volts, 1-phase wrapped	Hot Leg	Black
	Neutral	Black-
		w/ white color vinyl tape
f. DC circuit installed in raceway	Positive (+)	Blue
	Negative (-)	Brown

WIRES, CONDUCTORS AND CABLE – 600V AND BELOW
Section 16200

2. Control Panel WCC shall be rated 41 strand, **tinned copper**, 600V insulation -- rated Type SIS --- WCC color code as follows:

a. AC controls wire	Red
b. Annunciator contacts	Yellow
c. DC controls	Blue
d. DC (+) power	Red
e. DC (-) power	Black
f. AC Hot	Black
g. AC Neutral	White
h. PLC/RTU discrete I/O's	Purple
- E. NOTE: All WCC shall be color coded and tagged compliance per COA, AWU standard per section 16205 "Wire and Cable Tagging".

PART 2 PRODUCTS

2.01 GENERAL

1. Use the manufacturer's name, model or catalog number, if for purpose of establishing standard quality and general configuration desired only.
2. Splices are not approved --exception at lighting fixture/s and convenience receptacles.
3. Samples of all WCC shall be submitted when so requested by the ENGINEER/OWNER for the purpose of determining acceptability of the wire. WCC which have been rejected shall not be used at all. Such rejected WCC shall be removed from OWNER's premises.
4. Multi-conductors cable are NOT APPROVED.

2.02 CONDUCTORS – 600 VOLTS (600V)

1. Single Conductors at 600V insulation rating:
 1. Unless noted elsewhere or otherwise designated, all power and control WCC shall be 98% conductivity, soft annealed, stranded **copper** with 600V insulation -- rated Type XHHW-2. Grounding WCC shall be bare, hard annealed, stranded copper.
 2. Use only WCC meeting applicable requirement per UL 44, UL 1685 and IECA S-95-658 (NEMA WC70).
 3. Power WCC shall not be smaller than #12 AWG, unless otherwise noted on the Contract PLANS.
 4. Control WCC shall not be smaller than #14 AWG, unless otherwise note on the Contract PLANS.
 5. WCC shall be marked every two (2'-0") with the size, type and voltage rating as well as the Manufacturer's name and measurement markers.
 6. Unless otherwise note, conductor size/ampacity rating indicated are based on copper conductor. Do not provide conductor smaller than that designated -- comply per N.E.C.
 7. Approved WCC manufacturers: Anaconda, Cyprus (Rome), General Electric, the Okonite Company, Triangle, or approved equal.

WIRES, CONDUCTORS AND CABLE – 600V AND BELOW

Section 16200

8. Where flexible power/power and controls cords and cables are supplied, provide same per Type SEOOW rated -- flexible stranded copper conductor/s, 600V insulation rating --with quantity and size conductors as required and/or where designated per the CONTRACT PLANS.
- B. Single Pair Instrumentation Cable – #16 AWG, stranded, twisted, shielded pair (2), 98% conductivity **copper** conductors, 600V insulation and a #16 AWG, stranded, tinned copper drain wire with overall aluminum mylar shield overlapped for 100% pair conductors coverage -- rated Type TC Cable
 1. Single pair instrumentation cable shall be designed and fabricated for noise rejection for process control, computer and/or data logging applications. Shall have a PVC overall jacket (35 mils) shall be flame retardant, sun light and oil resistant. Shall be rated for cable tray, conduit and/or other approved raceway. Minimum temperature rating shall be 90°C dry locations, 75°C wet locations.
- C. Single Triad Instrumentation Cable – #16 AWG, stranded, twisted, shielded triad (3) **copper** conductors, 600V insulation, and a #16 AWG, stranded, tinned copper drain wire with overall aluminum mylar shield overlapped for 100% triad conductors coverage -- rated Type TC Cable
 1. Single triad instrumentation cable shall be designed and fabricated for noise rejection for process control, computer and/or data logging applications. Shall have a PVC overall jacket (35 mils) shall be flame retardant, sun light and oil resistant. Suitable for installation in cable tray/s, conduit and/or other approved raceway/s. Minimum temperature rating shall be 90°C dry locations, 75°C wet locations.
- D. Equipment Grounding Wire/Conductor:
 1. Provide stranded, copper conductor/s as designated, shown and required per N.E.C. for electrical system grounding and equipment grounding.
 2. Provide conductor/s with green color, 600V insulation, minimum thickness of 1/32 inch -- rated Type XHHW-2.
- E. All control panel wiring shall be flexible, 41 strand, tinned copper, 600V insulation, Type SIS -- not smaller than #14 AWG, color coded as outlined here-in per section 16200, 1.05, D.2.
- F. All WCC shall be new, unused, in good condition and shall be delivered in standard coils, packages or reels. If wire used is different than what is specified, samples of wire shall be submitted for the purpose of determining acceptability of the wire. Wire which has been rejected shall not be used again. Such rejected wire shall be removed from the Owner's premises. Decisions as to the quality of the wire furnished and the acceptance of such wire shall be made by the Owner or his representative.
- G. Power conductors shall not be smaller than No. 12 AWG, except for control and alarm wiring where No. 14 AWG shall be used as minimum size wire when protected by a 15 amp fuse/circuit breaker.

WIRES, CONDUCTORS AND CABLE – 600V AND BELOW

Section 16200

- H. The contractor may, if he deems it necessary or advisable, use larger sized conductors than those required. In no case shall there be a voltage drop greater than that allowed by the N.E.C.
- I. Multi-conductors cable are NOT APPROVED.
- J. WCC splice/s are NOT APPROVED, except for light fixtures and receptacles wiring.

PART 3 EXECUTION

3.01 GENERAL

- A. Do not exceed WCC manufacturer's recommendations for maximum pulling tension and minimum bending radii. Pulling compound shall be used. Use only UL listed compound compatible with WCC outer jacket and with the raceway utilized.
- B. Contractor shall provide and install all low voltage (120V, 208V, 240V, 480V, etc.) WCC for power distribution equipment and associated hardware designated and required per the CONTRACT PLANS.
- C. Tighten all screws and terminal bolts using torque type wrenches, and/or drives to tighten to the inch-pound requirements of the NEC and UL.
- D. When single WCC in man-holes, hand-holes, vaults, cable trays and other designated location and/or raceway/s are not wrapped together by some other means, such as arc and fireproofing tapes, bundle throughout their exposed length conductor/s entering from each conduit/raceway with nylon, self-locking, releasable cable ties placed at interval not exceeding 12 inches on-centers.

3.02 INSTALLATION

- A. Support all conductors in vertical conduits or raceways in the manner set forth in Article 300-19 of the latest revision of the National Electric Code. Do not use lighting fixtures for raceways or circuits other than parallel wiring of fixtures.
- B. Do not make any splices or taps in any conductor except where absolutely required for 120 volt circuits feeding lights or receptacles. Such splicing may only take place in splice/junction boxes. Elapsed time meters are the only exception to not using a junction box.
- C. Tag all power wiring in all pull boxes, wire ways, motor control center wire ways, panel board wiring gutters, light switch boxes, receptacles, disconnect switches etc. Use flame slip-on type tags, approved for this use, as manufactured by "Raychem", or owner approved equal. See Section 16205, Wire and Cable Tagging Standard for additional requirements.
- D. All interconnect wiring going from one compartment to another, or between two separate pieces of equipment must terminate at a terminal block on each end, i.e. entering and leaving a compartment or piece of equipment.

WIRES, CONDUCTORS AND CABLE – 600V AND BELOW

Section 16200

- E. All wiring passing between cabinets shall be protected by a rubber grommet or approved nipple with bushings.
- F. All wire terminations shall be made with a mechanical compression type lug or terminal specifically designed to accept stranded wire. Do not terminate by wrapping the wire around the screw.
- G. Number 8 AWG and larger wire shall utilize a crimper with a die set to install lugs to the wire.
- H. No more than two wires/ lugs per terminal will be allowed unless ring type lugs are used. A maximum of three wires will be permitted if all wires are using ring lugs.
- I. All current transformer loops shall utilize ring terminals and shorting terminal boards to avoid open circuiting the secondary of a CT.
- J. All wiring run to the front door panel shall have a spiral wrap and tie wrapped to protect wires from being pinched between door and panel. A looped (slack) in conductor/s shall be provided to allow door to open freely.
- K. All main panel wiring shall be run in a raceway such as Panduit. All wiring run from the Panduit to the devices shall be neatly run and tie wrapped. If Panduit is not practical, wires shall be neatly run and tie wrapped.
- L. Equipment grounding wire run in conduit shall have an identifying green covering or green color coding at each end terminations and at junction box or pull box locations along its run length.
- M. Where the capacity of a single feeder is great enough to require parallel conductors in more than one (1) conduit, each conduit must contain the same number and length of conductors in all phases (legs) of the feeder, including any neutral conductors per the N.E.C.
- N. Under no circumstance shall circuits above 600 volts and those below 600 volts be pulled in the same conduit.
- O. Separate low level circuits (such as phone line) from noisy and power circuits by a minimum distance of 1 foot.
- P. Bolted and compression connections/terminations for electrical conductors shall be thoroughly cleaned and tinned or covered/sealed with a light, pliable, waterproof film of commercial paste or sealant to prevent oxidation and/or corrosion --- applied to cover complete conductor termination and cover/extend past end of conductor insulation. This is typical/required for Wastewater Facilities and hazardous, moisture and corrosive areas. Acceptable conductor/termination sealant manufacturers are Noalox or approved equal. Include sealant submittal data with WCC submittals.
- Q. Where mechanical assistance is used for pulling conductors, a wire pulling compound, Polywater, or equal, having inert qualities that do not harm the wire insulation or covering shall be free from grease, filings or foreign matter before conductors are pulled. Do not exceed cable Manufacturer's recommendations for maximum pulling tensions and minimum bending radii.

WIRES, CONDUCTORS AND CABLE – 600V AND BELOW

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- R. Wiring shall be tagged with Raychem Wire Markers, or equal, at panel boards, and all termination points with numbers conforming to the City of Austin Wire and Cable Tagging Standard. Power wiring labels shall be white with black letters.
- S. Lighting and receptacle wiring may use silicone filled spring type wire connectors in approved locations. This applies to lighting and receptacle circuits only.
- T. In no case shall DC voltage circuits and AC circuits be pulled in the same conduit or raceway.

3.03 FIELD TESTS

- A. Field test, check and inspect all installed WCC --- comply per requirements per Section 16951 "Calibration and Testing".

END

WIRES, CONDUCTORS AND CABLE – 600V AND BELOW
Section 16200

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NOTICE
****** CHEMICAL DELIVERY ******

COMPANY NAME: _____

TYPE OF CHEMICAL TO BE DELIVERED: _____

DELIVERY INFORMATION

TIME DELIVERY LEFT COMPANY: _____

ESTIMATED ARRIVAL TIME: _____

TRUCK DESCRIPTION

MAKE: _____

MODEL: _____

COLOR: _____

LICENSE PLATE NO.: _____

DRIVER INFORMATION

NAME: _____

BADGE OR EMPLOYEE NO.: _____

NOTE: THIS FORM SHALL BE FAXED TO DELIVERY LOCATION SITE SUPERVISOR WHEN DRIVER HAS BEEN DISPATCHED FOR DELIVERY TO AUSTIN WATER UTILITY DEPARTMENT DELIVERY SITE. PLEASE CALL (512) 972-0310 FOR ANY QUESTIONS OR CONCERNS REGARDING THIS FORM.



Appendix 1 Pictures of Lost Creek Lift Station



Attachment 3 Pictures of Lost Creek Lift Station



Original

AWU-101

BID SHEET CITY OF AUSTIN SOLICITATION NAME "Magnesium Hydroxide Slurry, Equipment Supply and O&M Services "					
BID NO. STA1168 RQM NO. 2200 15073100463 BID DUE DATE AND TIME: November 3, 2015 @ 2:00 PM BUYER: Stephen Aden					
Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.					
ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Base Bid (Lake Creek and Boulder Ln) - Magnesium Hydroxide Slurry cost per dry ton of active product	184	TONS	610	112,240
2	Base Bid (Lake Creek and Boulder Ln) - operation, maintenance, equipment rental and inspection services per site, per month	36	EA	1300	46,800
3	Additional Magnesium Hydroxide Slurry cost per dry tons from 10 to 90 total additional tons for both Lake Creek and Boulder Lift Stations	90	TONS	610	54,900
				TOTAL BASE BID: \$	213,940
4	Additive Alternate #1 (Four Points Center, Davis Springs, Travis Country Lift Stations) - Magnesium Hydroxide Slurry cost per dry ton of active product	46	TONS	630	28,980
5	Additive Alternate #1 (Four Points Center, Davis Springs, Travis Country Lift Stations) - operation, maintenance, equipment rental and inspection services per site, per month	36	EA	1950	70,200
6	Additive Alternate # 1, Additional Magnesium Hydroxide Slurry cost per dry tons from 10 to 60 total additional tons for Four Points Center, Davis Springs, Travis Country	60	TONS	630	37,800
				TOTAL ALTERNATE # 1 \$	136,980
7	Additive Alternate #2 (Four Points #1, Rustic Rock, Old Lampasas Lift Stations) - Magnesium Hydroxide Slurry cost per dry ton of active product	35	TONS	630	22,050
8	Additive Alternate #2 (Four Points #1, Rustic Rock, Old Lampasas) - operation, maintenance equipment rental and inspection services per site, per month	36	EA	1300	46,800

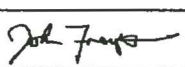
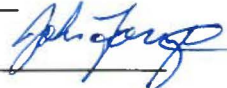
BID SHEET CITY OF AUSTIN SOLICITATION NAME "Magnesium Hydroxide Slurry, Equipment Supply and O&M Services "					
9	Additive Alternate # 2, Additional Magnesium Hydroxide Slurry cost per dry tons from 10 to 30 total additional tons for Four Point #1, Rustic Rock and Old Lampasas Lift Stations	30	TONS	630	18900
			TOTAL ALTERNATE # 2 \$ 97750		
10	Additive Alternate #3 (Lost Creek #3 and Parke North Lift Stations) - Magnesium Hydroxide Slurry cost per dry ton of active product	50	TONS	630	31500
11	Additive Alternate #3 (Lost Creek #3 and Parke North Lift Stations) - operation, maintenance equipment rental and inspection services per site, per month	36	EA	1300	46800
12	Additive Alternate #3, Additional Magnesium Hydroxide Slurry cost per dry tons from 10 to 70 total additional tons for Four Point #1, Lost Creek #3 and Parke North Lift Stations	70	TONS	630	44100
			TOTAL ALTERNATE # 3 \$ 122400		
13	Additive Alternate #4 Two additional dosing sites per contract year (refer to Specification 10.3) Magnesium Hydroxide Slurry cost per dry ton of active product	30	TONS	630	18900
14	Additive Alternate #4 - operation, maintenance, equipment rental and inspection services per site, per month	24	EA	1300	31,200
			TOTAL ALTERNATE # 4 \$ 50100		
		TOTAL BID FOR BASE BID AND ALL ALTERNATES \$			611,170

DELIVERY AND INSTALLATION SHALL BE COMPLETED WITHIN 30 BUSINESS DAYS AFTER RECEIPT OF ORDER EITHER VERBALLY OR IN WRITING.

ALL SHIPPING AND HANDLING CHARGES MUST BE INCLUDED IN BID. DELIVERY TERMS: DELIVERY SHALL BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: Truck

COMPANY NAME: Forsythe Brothers Infrastructure, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  

**BID SHEET
CITY OF AUSTIN****SOLICITATION NAME "Magnesium Hydroxide Slurry, Equipment Supply and O&M Services "**

PRINTED NAME: John Forsythe

EMAIL ADDRESS: JCForsythe1@Outlook.com

PHONE NUMBER: 512-619-0404

ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME John Forsythe PHONE NUMBER: 512-619-0404

BIDDERS SHALL SUBMIT A "SAMPLE INVOICE" WITH BID.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Forsythe Brothers Infrastructure, LLC	
Physical Address	11809 Lansdowne RD Austin TX 78754	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name Forsythe Brothers Infrastructure, LLC

- | | |
|---------------------------|---|
| 1. Company's Name | <u>City of Manor</u> |
| Name and Title of Contact | <u>Mike Tuley</u> |
| Present Address | <u>105 E. Eggleston St</u> |
| City, State, Zip Code | <u>Manor, TX 78653</u> |
| Telephone Number | <u>(512) 272-5555</u> Fax Number <u>()</u> |
| Email Address | <u>Mtuley@cityofmanor.org</u> |
| | |
| 2. Company's Name | <u>City of Austin</u> |
| Name and Title of Contact | <u>Alison Von Stein Project Manager</u> |
| Present Address | <u>505 Barton Springs RD</u> |
| City, State, Zip Code | <u>Austin, TX</u> |
| Telephone Number | <u>(512) 974-7217</u> Fax Number <u>()</u> |
| Email Address | <u>Alison.Von-Stein@Austintexas.gov</u> |
| | |
| 3. Company's Name | <u>Jay Engineering Company</u> |
| Name and Title of Contact | <u>Frank Phelan</u> |
| Present Address | <u>1500 C.R. 269</u> |
| City, State, Zip Code | <u>Leander, TX 78641</u> |
| Telephone Number | <u>(512) 259-3882</u> Fax Number <u>()</u> |
| Email Address | <u>fphelan@jaeco.net</u> |

4. Company's Name	Del Valle Independent School District
Name and Title of Contact	Bill Myers, Director of Construction and Planning
Present Address	2404 Shapard Lane
City, State, Zip Code	Del Valle, TX 78617
Telephone Number	(512) 386-3123 Fax Number ()
Email Address	bmyers@del-valle.k12.tx.us

5. Company's Name	Turbine Resources International
Name and Title of Contact	Jim Meharg, CEO
Present Address	2595A Dog Track Rd
City, State, Zip Code	Pensacola FL 32506
Telephone Number	(713) 269-4154 Fax Number ()
Email Address	jim@turbineresourcesintl.com

Section 0815: Living Wages Contractor Certification

Company Name Forsythe Brothers Infrastructure, LLC

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.39 per hour.

Employee Name	Employee Job Title
Andres Reyes	Warehouse supervisor, mix operator

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.39 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Forsythe Brothers Infrastructure, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



**INVITATION FOR BID ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN
MAGNESIUM HYDROXIDE SLURRY, EQUIPMENT SUPPLY AND O&M SERVICES**

IFB No. STA1168

Addendum No. 2

Date: October 16, 2015

The purpose of this addendum is to revise the Specifications and Bid Sheet.

- 1.0** Reference Section 0500 "Purchase Specification" AWU-101, delete and replace with Section 0500 "Purchase Specification" AWU-101 Revision 1 (10/16/15)
- 2.0** Reference section 0600 "**Bid Sheet**" delete and replace with Section 0600 (Revision 1 (10/16/15))
- 3.0** STA1168 Att 3 is hereby incorporated into this solicitation.
- 4.0** Bidders are instructed to download the new documents from the City of Austin's Vendor Connection Site.
- 5.0** All other provisions of the solicitation shall remain unchanged and in full force and effect.

BY THE SIGNATURES affixed below Addendum No. 2 is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

A handwritten signature in black ink, appearing to read "Stephen T. Aden Sr.", written over a horizontal line.

Approved By: _____

**Stephen T. Aden Sr.
Corporate Purchasing Manager**

Acknowledged By:

Forsythe Brothers Infrastructure, LLC

Bidder's Name

A handwritten signature in blue ink, appearing to read "John Francis", written over a horizontal line.

Authorized Signature

Return one (1) copy to the Purchasing Office, City of Austin, prior to closing or with sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



**INVITATION FOR BID ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN
MAGNESIUM HYDROXIDE SLURRY, EQUIPMENT SUPPLY AND O&M SERVICES**

IFB No. STA1168

Addendum No. 1

Date: October 13, 2015

The purpose of this addendum is to extend the bid opening and make corrections to sections within the solicitation.

- 1.0** Reference the "OFFER SHEET" of the solicitation change the "BID DUE PRIOR TO":

**FROM: 2:00 PM, October 20, 2015
TO: 2:00 PM, November 3, 2015**

- 2.0** Reference the "OFFER SHEET" of the solicitation, change the "BID OPENING TIME AND DATE":

**FROM: 2:15 PM, October 20, 2015
TO: 2:15 PM; November 3, 2015**

- 3.0** Reference section 0815 "Living Wages Contractor Certification", change the minimum Living Wage from \$11.39 per hour to read \$13.03.

- 4.0** Reference section 0400 "Supplemental Purchase Provisions", paragraphs 9 A and B "Living Wages" change the minimum wage required from \$11.39 per hour to read \$13.03.

- 5.0** Reference section 0500 "Bid Sheet" change "Estimated Quantity" for items 2 and 8 from 24 EA to 36 EA.

- 6.0** All other provisions of the solicitation shall remain unchanged and in full force and effect.

BY THE SIGNATURES affixed below Addendum No. 1 is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

Approved By: _____
Stephen T. Aden Sr.
Corporate Purchasing Manager

Acknowledged By:

Forsythe Brothers Infrastructure, LLC

Bidder's Name

Authorized Signature

Return one (1) copy to the Purchasing Office, City of Austin, prior to closing or with sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: STA1168

PROJECT NAME: Magnesium Hydroxide Slurry, Equipment Supply and O&M Maintenance

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☐ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☒ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Forsythe Brothers Infrastructure, LLC

Company Name

John Forsythe VP

Name and Title of Authorized Representative (Print or Type)



9-3-15

Signature

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: STA1168

PROJECT NAME: Magnesium Hydroxide Slurry, Equipment Supply and O&M Maintenance

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Forsythe Brothers Infrastructure, LLC		
Address	11809 Lansdowne RD		
City, State Zip	Austin TX 78754		
Phone Number	512-619-0404	Fax Number	
Name of Contact Person	John Forsythe		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

John Forsythe VP

Name and Title of Authorized Representative (Print or Type)

9-3-15

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant	BENQWEST, LLC		
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code	BEN8308480		
Contact Person	Korim Ahmed	Phone Number	512-565-1048
Amount of Subcontract	\$ 5,000		
List commodity codes & description of services	4050935 Diesel Fuel		

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: STA1168

PROJECT NAME: Magnesium Hydroxide Slurry, Equipment Supply and O&M Maintenance

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Forsythe Brothers Infrastructure, LLC (VS0000004461)		
Address	11809 Lansdowne RD		
City, State Zip	Austin TX 78754		
Phone Number	512-618-0404	Fax Number	
Name of Contact Person	John Forsythe		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

John Forsythe VP

Name and Title of Authorized Representative (Print or Type)

Signature John Forsythe

9-3-15

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	BENQWEST, LLC		
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code	BEN8308480		
Contact Person	Korim Ahmed	Phone Number	512-565-1048
Amount of Subcontract	\$ 5,000		
List commodity codes & description of services	4050935 Diesel Fuel		

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer HAS or HAS NOT complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor Quinn Druza Date 11/05/15

Director/Deputy Director [Signature]

Date 11-5-15

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-10644

Date Filed:
02/09/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Forsythe Brothers Infrastructure, LLC
Manor, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

MA 2200 GA160000029
Supply Magnesium hydroxide slurry and tanks

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Forsythe, John	Austin, TX United States	X	
Forsythe, William	Manor, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

William Forsythe

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William Forsythe, this the 9th day of February, 2016, to certify which, witness my hand and seal of office.



BONNIE F URBANEK

Notary Public
State of Texas

Comm. Expires 03-08-2019

Bonnie F Urbanek
Signature of officer administering oath

Bonnie F Urbanek
Printed name of officer administering oath

Notary
Title of officer administering oath



TO: Veronica Lara, Director
Department of Small and Minority Business Resources
FROM: Stephen T. Aden, Sr., Corporate Purchasing Manager
DATE: September 8, 2015
SUBJECT: Request for Determination of Goals for Solicitation No. IFB STA1168

Project Name: Magnesium Hydroxide Slurry, Equipment Supply and
O&M Services

Commodity Code(s): 2695657

Estimated Value: \$271,760 Annual

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This contract is for the supply of magnesium hydroxide slurry, and a turnkey chemical storage and feed system at various locations of Austin Water. The contractor will be required to install at each location and provide maintenance of their equipment at each of the sites throughout the year on an as needed basis. In reviewing the commodity code there were no certified MBE/WBE firms that provide the chemical called for in this project.

Attached for your review are the specification and attachment for this project. The attachment provides the wiring information for the vendor to install their equipment at these sites. I've also attached the bid sheet showing the possible additives for the project wherein if funding is available based upon the budget these additional sites may be added to the award.

The Departmental Point of Contact is: Darrell Richmond at Phone: 512/972-0313.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-0047.

☐ Approved w/ Goals

☒ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

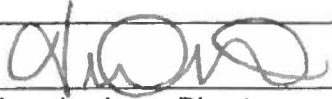
a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons:

There are no subcontracting opportunities
+ no certified MBEs/WBEs



Veronica Lara, Director

Date: 9-16-13

cc: Lorena Resendiz
Darrell Richmond, Austin Water